

**BEFORE THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

DOCKET NO. 2020-125-E

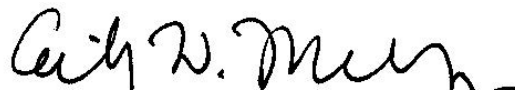
Application of Dominion Energy	)	<u>UNITED STATES DEPARTMENT</u>
South Carolina, Inc. for Adjustment of	)	<u>OF DEFENSE AND ALL OTHER</u>
Rates and Charges (See Commission	)	<u>FEDERAL EXECUTIVE</u>
Order No. 2020-13)	)	<u>AGENCIES' MOTION FOR</u>
	)	<u>PARTIAL SUMMARY JUDGMENT</u>
	)	<u>REGARDING DOMINION ENERGY</u>
	)	<u>SOUTH CAROLINA'S REVISED</u>
	)	<u>PROPOSED AMENDMENTS TO</u>
	)	<u>SECTION V OF ITS GENERAL</u>
	)	<u>TERMS AND CONDITIONS</u>
)	

The United States Department of Defense and all other Federal Executive Agencies' hereby files its motion for partial summary judgment regarding Dominion Energy South Carolina's (DESC's) revised proposed amendments to Section V of its General Terms and Conditions. On December 9, 2020, the United States Department of Defense and all other Federal Executive Agencies' filed a joinder to the South Carolina Office of Regulatory Staff ("ORS") Motion for Partial Summary Judgment asserting it is entitled to a ruling as a matter of law that DESC's proposed amendments to Section V of its General Terms and Conditions are unlawful and cannot be approved. On December 16, 2020, DESC filed testimony revising its proposed amendments to Section V of its General Terms and Conditions. However, DESC's revision still contains the same problematic language where it requires the Customer to indemnify DESC. For the same reasons stated in the Joinder, DOD-FEA hereby moves for partial summary judgment regarding DESC's revised proposed amendments to Section V of its General Terms and Conditions.

DOD-FEA has military installations and other federal agencies within DESC's service territory. These federal customers are subject to the Antideficiency Act as set forth in 31 U.S.C. § 1341 whereby they are prohibited from (1) authorizing an obligation exceeding an amount available in an appropriation or fund for the obligation, and (2) involve the government in an obligation for the payment of money before an appropriation is made. By entering into an agreement to indemnify where the amount of the government's liability is indefinite or unlimited and for an undefined time, such as the one proposed by DESC in Section V of its General Terms and Conditions, the federal agency has exposed itself to liability in excess of an appropriation and before an appropriation is made. Those federal customers taking electric service subject to DESC's proposed indemnification provision would be in violation of the Antideficiency Act. As such, DESC's proposed amendments to Section V of its General Terms and Conditions are prohibited as a matter of law.

Under South Carolina Rule of Civil Procedure 56, summary judgment is appropriate when the movant shows that there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. In this case, there is no genuine dispute of material fact, and, therefore, DOD-FEA respectfully requests that the Commission grant the motion for partial summary judgment and deny DESC's revised proposed amendments to Section V of its General Terms and Conditions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Emily W. Medlyn", followed by a horizontal line and a small dash.

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December 23, 2020